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9 **UNITED STATES BANKRUPTCY COURT**  
10 **DISTRICT OF NEVADA**

11 In re:

CASE NO.: BK-N-17-50081-BTB  
Chapter 13

12 PATRICIA G. OLSON,  
13 Debtor.

**SECOND DECLARATION OF PATRICIA G.  
OLSON IN SUPPORT OF VARIOUS  
PENDING MOTIONS**

Hearing Date: May 18, 2017  
Hearing Time: 3:00 p.m.

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17 \_\_\_\_\_/  
18 Debtor, Patricia G. Olson, under penalty of perjury states as follows:

- 19 1. I am 92-years old and legally blind. I live in an assisted living facility in Sparks, Nevada.  
20 2. I am the legal and record title owner of 949 Bal Bijou Road and 3443 Lake Tahoe Blvd.  
21 3. 3443 Lake Tahoe Blvd. is encumbered by a first priority deed of trust securing a loan  
22 owed by the Debtor to U.S. Bank with an outstanding balance of approximately \$765,000.00 (the "U.S.  
23 Bank Loan").  
24 4. On August 15, 2016, U.S. Bank recorded a Notice of Default in the Official Record of the  
25 El Dorado County Recorder related to the U.S. Bank Loan.  
26 5. On December 9, 2016, U.S. Bank recorded a Notice of Sale in the Official Record of the  
27 El Dorado County Recorder, which set an initial foreclosure sale date of January 17, 2017.

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1           6. U.S. Bank agreed to extend the foreclosure sale to February 1, 2017, but otherwise  
2 indicated that it intended to proceed with a foreclosure sale on that date.

3           7. On January 31, 2017, the day before the U.S. Bank foreclosure, I filed this case, thereby  
4 triggering the provisions of 11 U.S.C. §362 and staying U.S. Bank's foreclosure efforts.

5           8. Had this case not been filed on January 31<sup>st</sup>, U.S. Bank would have foreclosed on 3443  
6 Lake Tahoe Blvd. the next day on February 1<sup>st</sup>, 2017. Both 3443 Lake Tahoe Blvd and 949 Bal Bijou  
7 Road are encumbered by a Federal Income Tax lien in favor of the IRS in the amount of \$41,485.96.

8           9. At times prior to the filing of this case, my son, Patrick Olson, acted and served as my  
9 attorney-in-fact. In doing so, Patrick managed most of my financial affairs, which included the  
10 management of 949 Bal Bijou Road and 3443 Lake Tahoe Blvd. Patrick's duties included obtaining  
11 leases for the properties, collecting rents and paying all expenses, such as the secured mortgage  
12 payment to U.S. Bank, real property taxes and insurance premiums.

13           10. In 2012, Patrick Olson, through Olson Bijou Center L.P., leased space at 3443 Lake Tahoe  
14 Blvd. to Cody Bass.

15           11. There is no signed lease agreement between Mr. Bass and me. However, the terms of the  
16 agreement reached between Patrick Olson and Cody Bass are accurately set forth in that certain Retail  
17 Space Lease Agreement attached to the my first Declaration (Dkt. No. 40) as Exhibit 1.

18           12. On or about February 4, 2016, myself, Olson Bijou Center, L.P. and Cody Bass entered in  
19 an Option Agreement, pursuant to which Mr. Bass acquired an option to purchase 949 Bal Bijou Road  
20 and 3443 Lake Tahoe Blvd. for a total purchase price of \$4,200,000 (the "Bass Option Agreement").  
21 The Bass Option Agreement provides for seller carried financing. A copy of the Bass Option  
22 Agreement is attached to my first declaration (Dkt. No. 40) as Exhibit 3.

23           13. Pursuant to section 4 of the Bass Option Agreement, Mr. Bass's right to purchase the  
24 properties **expired at midnight on March 3, 2016**, after Mr. Bass failed to fully and completely  
25 exercise his and close escrow on his purchase of the subject properties.

26           14. On March 3, 2016, the day the Bass Option Agreement expired, Cody Bass visited me at  
27 my assisted living facility and asked me to sign papers. My attorney advised me to not sign anything  
28 from Mr. Bass. I do not understand what I may have signed with Mr. Bass on March 3, 2016. I believe

1 he misled me into signing something.

2 15. I wish to end any involvement with Mr. Bass and his illegal business. I do not want to use  
3 money from Mr. Bass to fund my Chapter 13 Plan. I don't want to sell my property to Mr. Bass and do  
4 not want to finance his purchase of 3343 Lake Tahoe Blvd. I wish only to terminate any dealings with  
5 Mr. Bass and to sell my property and pay my creditors in full.

6 DATED this 11<sup>th</sup> day of May, 2017.

7 */s/ Patricia G. Olson*

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PATRICIA G. OLSON